

Colfax-Mingo CSD

AFSCME Council 61 (Support)

7/1/2005 6/30/2007

**COLFAX-MINGO COMMUNITY
SCHOOL DISTRICT**

and

AFSCME/IOWA COUNCIL 61

NEGOTIATIONS

ORIGINALLY INITIATED 8/29/00

FY06 and FY07 Contract

ARTICLE I

AGREEMENT

This Agreement entered into this ____ day of _____, 2005, by and between the Colfax-Mingo Community School District, hereinafter referred to as the "Employer" or "District," and Employees of the Colfax-Mingo Community School District, of the American Federation of State, County and Municipal Employees Council 61 and Local 3673-12, hereinafter referred to as the "Union" or "Employees," represents the complete and final agreement on all bargain able issues between the Union and the Employer, and any bargain able issues not agreed to shall remain within the District's sole authority. Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE II
RECOGNITION AND UNION SECURITY

Section 1 Dues Deduction

A. Authorization

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction of Union dues. The form of the assignment shall be as set forth in Schedule B, or the most updated standard form provided by the Union.

B. Regular deduction

Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

C. Duration

Such authorization shall continue upon renewal each school calendar year and may be revoked in writing by a thirty (30) day notice to the Employer and Union.

D. Transmission of Dues

The Employer shall transmit to the Union the total monthly deduction for dues within ten (10) school days following the first pay period of the month. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a computer disk, or hard copy, which, in a format agreeable to both parties, shows the bargaining unit, employee's name, social security number, home address and any other information mutually agreed to.

E. Hold Harmless Clause

The union agrees to indemnify and hold harmless the Employer, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

Section 2 Bulletin Boards

The union shall be allowed to utilize one-third of the space on existing bulletin boards customarily used for the posting of information to the employees in the unit.

Section 3 Union Conventions/Conferences/Meetings

Duly elected Union delegates or alternates to the annual conventions of the AFSCME International, AFL-CIO; the AFSCME Iowa Public Employees Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off, without pay. Duly elected Union representatives selected to attend Union conferences shall be granted time off, without pay. The Union shall give the Employer at least five (5) work days advance notice of employees who will be attending such functions whenever possible, furthermore, leaves for such purposes shall not exceed a total of forty (40) hours annually.

Time off taken pursuant to this section may be charged to vacation credits or leave of absence without pay as the individual employee may designate.

For the purposes herein, the Employer reserves the right to limit the number of employees authorized time off for such purposes if such leave would cause a substantial hardship on the operational efficiency of the Employer. No more than two employees may be gone for these purposes at one time and no more than one employee may be from a job classification. In addition when substitutes are necessary to carry out the mission of the employer, the union or employee requesting leave must obtain a suitable substitute to cover the absence.

Section 4 Union Activity

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on work time, except as specifically authorized by the provisions of this Agreement.

Section 5 Union Visitation

Upon request to the Employer, Union representatives of this local chapter will be allowed to meet with bargaining unit employees during the employee's non-work time on the Employers premises, provided suitable meeting facilities are available and practical.

Section 6 No Reprisal

The employer shall not take an adverse employment action against an employee for disclosure of information the employee reasonably believes to be accurate and truthful, be that employee to a member of the general assembly, the legislative service bureau, the legislative fiscal bureau or the respective caucus staff of the general assembly.

Section 7 New Employee Orientation

The Local Union/Chapter may, at its discretion, make presentations to new employees during their work time. Such presentations will be limited to fifteen (15) minutes. The employee making the presentation for the union and the new employee shall be in paid status during the presentation.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1 Definition and General Rules

A grievance shall be a written complaint alleging a specific violation of the provisions of this Agreement.

A grievance shall contain a statement indicating the issue involved, the relief sought, the date the incident or violation that allegedly took place, and the specific section or sections of the Agreement that were allegedly violated. The grievance shall be presented to the designated supervisor on forms mutually agreed upon and furnished by the Union, and signed and dated by the individual bringing the grievance (the "Grievant") and by the Union. An aggrieved Employee shall have the right to a Union representative appointed by the Union.

Any bargaining unit employee shall have the right to meet and adjust their individual complaint with the Employer.

The Arbitration provisions of this Agreement may only be invoked with the approval of the Union Representative of AFSCME/Iowa Council 61 and in the case of an employee's grievance only with the approval of the aggrieved employee.

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first knew, or should have known through the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

Section 2 Grievance Procedure

Step 1

Within seven (7) calendar days of receipt of the written grievance the principal or his/her designee will meet with the Grievant and an appropriate Union representative at a mutually agreed upon time and date and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the appropriate supervisor and returned to the employee within seven (7) calendar days after the date of the meeting. That answer shall become final and binding unless it is timely appealed to the next step of the grievance procedure.

Step 2

If dissatisfied with the Employer's answer in step 1, to be considered further, the grievance must be appealed to the Superintendent of Schools or their designee within seven (7) calendar days from receipt of the answer in step 1. The designated Employer representative will meet with the Grievant and the appropriate Union representative, to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the Superintendent or their designee will be placed on the grievance and returned to the grievant and Union representative within fourteen (14) calendar days from the date of the

meeting. That answer shall become final and binding unless it is timely appealed to the next step of the grievance procedure.

Step 3

If dissatisfied with the Employer's answer in step 2, to be considered further, the grievance must be appealed to the District's Board of Directors within seven (7) calendar days from receipt of the answer in step 2. The District's Board of Directors shall meet with the Grievant and the appropriate Union representative to discuss and attempt to resolve the grievance. At this step meeting, the Grievant and the Union representative and the Superintendent of Schools and his or her representative (if any) must present all evidence relevant to the grievance that, through the exercise of reasonable diligence, is available to them at that time. The meeting shall be held in open session unless the Board is authorized to conduct the meeting in executive session pursuant to Iowa Code section 21.5. Following this meeting, the written decision of the District's Board of Directors will be placed on the grievance and returned to the grievant and the Union representative within fourteen (14) calendar days from the date of the meeting. That answer shall become final and binding unless it is timely appealed to the next step of the grievance procedure.

Step 4

Grievances, which have not been settled under the foregoing procedure, may be appealed to arbitration within fourteen (14) calendar days from the date of the answer in Step 3, or the grievance will be considered ineligible for appeal to arbitration. Third step answers shall be sent by facsimile transmission, regular U.S. mail, local mail, or hand-delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the third step answer. The issue as stated in the third step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a seven-member panel of arbitrators. The parties shall meet, and alternately "strike" arbitrators from the agreed upon panel, each party will be allowed three "strikes" and the remaining arbitrator shall be selected to hear the grievance.

The cost and expenses shall be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The arbitrator shall only have authority to determine whether a specific provision in this agreement has been violated. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 3 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration. The parties agree, however, that in grievances where timeliness is an issue the grievance may be submitted by the Union to the next higher step through Step 3 in order to allow the parties to attempt to resolve it.

Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure shall be considered denied and may be appealed to the next step. In order to be considered timely, grievances which are appealed to arbitration via the Superintendent of Schools must be scheduled for hearing no later than 365 days from the date the grievance was appealed to arbitration. In order to be considered timely, discharge grievances which are appealed to arbitration must be scheduled for hearing no later than 180 days from the date the grievance was appealed to arbitration. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the applicable time limits.

Section 4 Retroactivity

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than two (2) months prior to the date of initiation of the written grievance in Step 1.

Section 5 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 6 Number of Stewards

For informational purposes only, the Union shall provide the Employer with a written list setting forth the names and jurisdictional areas of grievance representatives. The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 7 Representation

An employee may consult with a local Union representative during working in pay status hours relative to a grievance matter by first contacting the employee's supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with a Union representative through the Union representative's supervisor. Each meeting shall not exceed fifteen (15) minutes in length and shall, to the extent possible, be scheduled at the end of the employees regular shift. In addition, a total of no more than two meetings will be called with respect to each grievance matter.

Section 8 Processing Grievances

Union representatives who are members of the bargaining unit and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as filing and attending any step meetings. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their supervisor.

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievant or Union representatives in the processing of grievances. Furthermore, union agrees to process grievances outside regularly scheduled hours when ever possible and will not process grievances during work hours in absent unusual circumstances.

Section 9 Discipline and Discharge

The Employer cannot, without just cause, discharge an employee, or suspend an employee's employment without pay for more than five working days. An employee who alleges he or she was discharged without cause, or that his or her employment was suspended without pay for more than five working days without just cause, may file a grievance with the Employer's central administrative office. Such grievance must be filed within fourteen (14) days after the employee was notified of the discharge or suspension, and all such grievances will be heard beginning at the third step of the grievance procedure.

Section 10 Exclusion of Probationary Employees

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the discipline and discharge of probationary employees shall not be subject to the grievance procedure.

Section 11 Exclusion of Grievant

The Grievant must be present during the meetings held at steps two (2) and three (3) of the grievance procedure for a grievance to proceed to the next step. A Grievant's failure to attend one of those meetings shall result in the rejection of the grievance and preclude the Grievant or the Union from pursuing the grievance to the next step, unless a grievant could not attend due to an emergency or other similar and unanticipated situation. Also, any grievance pertaining to an individual employee must be signed by that employee.

Section 12 Exchange of Information Prior to Step 4 Hearing

Within three (3) days of an arbitration hearing held pursuant to step 4 of this grievance procedure, the Employer and Union shall exchange the following information regarding that hearing:

- A) A description of the issue or issues to be resolved:
- B) A list of any individuals the party may call as a witness: and
- C) Copies of any documents the party expects to offer as exhibits.

The failure of either the Employer or the Union to provide the information listed above may result in the exclusion of witnesses or exhibits. The arbitrator selected by the parties shall, however, decide, upon motion made prior to the commencement of the hearing, whether to exclude a witness or exhibit that was not disclosed in the manner required by this section.

ARTICLE IV

SENIORITY

Section 1 Definition

Seniority means an employee's length of continuous service with the Employer in a permanent position that is not exempt from collective bargaining, since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position that is not exempt from collective bargaining. A new employee shall serve a probationary period of six (6) months, however the probationary period may be extended for an additional three months with the agreement of the employee and Union.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, service in a position that is exempt from collective bargaining, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence except for periods of layoff or Union leave of more than two (2) years shall represent a break in continuous service.

The Employer will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

Section 2 Seniority Lists

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article.

The lists shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

Employees shall have thirty (30) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

ARTICLE V

LAYOFF PROCEDURE

Section 1 Application of Layoff

The Union recognizes the right of the Employer to layoff or to reduce the hours of work.

The Employer will make notification to the Union of layoffs in written form no less than fourteen (14) calendar days prior to the effective date of the layoff. The notification will specify the classifications, which will be effected by such action.

Section 2 General Layoff Procedures

When a layoff or reduction in hours occurs, the following general rules shall apply:

A. Layoff shall be by classification affected by the layoff. Job classifications subject to layoff include custodial, bus drivers, teaching associates, secretaries, cooks, and maintenance.

B. The Employer may not layoff permanent employees until they have eliminated all non-permanent positions within the layoff classification in the following order; seasonal, temporary, trainee and probationary. Should greater reduction be required, the Employer will eliminate part-time positions within the classification. Such reduction in force may require the Employer to create work assignments or irregular work schedules for employees not subject to reduction.

C. Employees affected by the layoff shall be notified no less than fourteen (14) calendar days prior to the effective date of the layoff.

D. Employees within the layoff classification shall be laid off with the least senior employee being laid off first; provided all employees within the classification are of equal qualifications and abilities, relevant to the job description being eliminated, as determined by the employer. If employees are not of equal qualifications and abilities, relevant to the job classification being eliminated as determined by the employer, then the Employer shall be able to select the least qualified employee for layoff.

Section 3 Bumping Rights

Employees affected by a layoff under the foregoing may exercise bumping rights in the following order:

A. Displace any full-time probationary or temporary employee in the bargaining unit, provided they maintain a greater seniority and are qualified to perform the work of the employee being displaced.

B. Displace the least senior full-time employee in a lower or lateral full-time classification provided they maintain a greater seniority and are qualified to perform the work of the employee being displaced.

C. Any Employee bumped by this procedure shall be allowed the option to bump the least senior part-time employee in their classification. To maintain full-time employment the employee may be required to work irregular shifts/schedules.

D. Employees exercising bumping rights must notify the employer in writing of their intention to exercise their bumping rights within five (5) calendar days of the notification to the employee.

E. Employees bumping into a lower pay classification shall maintain their current rate of pay unless such pay should be greater than the maximum rate of pay for that classification, in which case such pay shall be at the maximum for that classification.

F. No employee will have the right to displace an employee in another classification than they are assigned at the time of the lay-off, unless such employee had previously held such position for one full academic year.

Section 4 Recalls

For the purpose of laid off employees the following shall be applicable:

A. Recall rights shall be recognized for a period of nine (9) months.

B. Recalls shall be made by job classification with the senior employee being recalled first, provided the more senior employee has equal or better qualifications and abilities, relevant to the job classification to which recalls are being made, as determined by the Employer than less senior employees on the recall list (who are in the same job classification), and provided the senior employee still possesses the necessary qualifications and abilities to perform the work

C. Notification of recall shall be sent, by the Employer, to the last mailing address furnished by the employee, by registered or certified mail. A copy of such notice shall also be sent to the Union. Within ten (10) calendar days after such notice is given, the laid off employee shall advise the Employer of the intent to accept the recall. If no response is received within the ten (10) calendar days after notice is sent, or if no employees remain on recall the Employer shall post the position in accordance with the provisions of this agreement. The employee shall be given seven (7) calendar days from the date of acceptance of the recall notice to return to work.

ARTICLE VI

JOB POSTING/TRANSFERS/PROMOTIONS AND DEMOTIONS TRANSFER PROCEDURE

Section 1 General Provisions

Transfer shall mean movement of any employee to another job classification or location within the Employer. A vacancy exists as a consequence of an employee's action or the creation of a new position. Nothing herein shall be construed as restricting the Employer from exercising its right to fill any vacancy with a regular employee or a temporary employee on a temporary basis or to prohibit the Employer from directing the work of its public employees.

Section 2 Temporary Assignments

A regular employee will not be placed in a temporary assignment to fill a vacancy position for more than sixty (60) working days. An employee temporarily assigned to a vacant position for a period of time exceeding ten (10) consecutive work days shall receive the lowest rate of pay established for the job classification, or his/her regular rate, whichever is greater. When the vacancy is to be filled on a regular basis, it shall be posted. An employee temporarily assigned to substitute for an employee on leave or a medically disabled employee for a period of time exceeding ten (10) consecutive work days shall receive the lowest rate of pay established for the job classification, or his/her regular rate, whichever is greater.

An employee temporarily assigned to substitute for an employee on vacation shall continue to receive his/her regular rate of pay.

Section 3 Vacancy Notices

Notice of vacancy shall be posted on appropriate bulletin boards prior to public notification and, within seven (7) working days of the posted date, employees may apply for the vacancy by filing a written statement with the Office of the Superintendent. The notice of the vacancy shall include the hours of work and location of the opening. The Superintendent shall acknowledge to the applicant the receipt of such application, and shall notify the applicant when the position is filled.

Section 4 Filling Vacancies

The Employer shall consider the needs of the District and each applicant's qualifications. When two or more internal applicants have equal qualifications and abilities that are job-related, the employee with the greatest internal seniority will be given priority over other internal applicants.

The Employer maintains the right to hire and assign employees to any vacancy, and may fill a vacancy with applicants outside the bargaining unit. However, present employees shall be given first consideration for transfers if, in the opinion of the employer, they have equal or better qualifications or abilities than does any outside applicants. Nothing contained in this Article shall be construed to limit

the Employer's right to hire the internal or external applicant the Employer believes, based on job-related criteria, is best qualified and able to fill the vacancy.

For the summer, a list of vacancies will be posted on appropriate bulletin boards biweekly.

Employees desiring a transfer, who do not work during the summer between academic terms, may also file a written statement with the Office of the Superintendent within seven (7) working days before the end of the regular school session indicating the position(s) desired.

ARTICLE VII

HOURS OF WORK

Section 1 Work Schedules

Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per workweek.

The Employer shall provide seven- (7) calendar days written notice to the affected employees prior to making permanent changes in work schedules.

Section 2 Overtime

A. Definitions:

1. Overtime – Time that an employee works in excess of forty (40) hours per workweek.
2. Work Time - Hours Worked (excluding On-call time), Rest periods (provided they are less than thirty (30) minutes in length), Employer approved training and conferences (provided employee is required to attend as part of employment), and meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.
3. Work Week – For purposes of determining overtime, the workweek shall begin on Sunday and end the following Saturday of each week.

B. Overtime Compensation

Overtime shall be compensated at a premium rate of one and one-half (1½) the employee's regular rate of pay for actual overtime hours worked. All overtime hours must be approved, in advance, by employees immediate supervisor to be compensable or approved retroactive when prior approvable cannot be obtained in advance. Payment shall be paid in the same manner as the regular wages or as compensatory time, as follows:

1. The decision to pay overtime with wages or as compensatory time rests with the Employer and Employee.
2. Compensatory time can only be accumulated to sixty (60) hours; any hours over sixty (60) will be paid out in the same manner as regular wages.
3. A request can be made by the employee for a payout in wages of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office and the wages will be included in the paycheck for the pay period during which the request is made.
4. Compensatory time may not be carried over into a new contract year; however, the Employer may designate other than the fiscal year for purposes of utilization of compensatory time.

5. Compensatory time off shall only be taken if approved, in advance by the employee's immediate supervisor or his/her designee. The Employer may also require employees to take compensatory time consistent with its staffing needs.

C. Scheduling of Overtime

The Employer reserves the right to assign employees overtime to the extent necessary to complete the work of Employer. Determining the amount of overtime hours and who works overtime shall be within the discretion of the Employer.

Section 3 Meal Periods

All bargaining unit employees will be granted an unpaid meal period of at least thirty (30) minutes in duration provided they are assigned to work six (6) hours that particular day. The Employer will attempt to schedule the meal period at approximately the middle of each shift.

Section 4 Paid Rest Periods

Bargaining unit employees who work a shift of more than six (6) hours will receive two (2) fifteen minute paid rest periods per day scheduled at approximately the middle of each half shift, unless otherwise scheduled at another time by the employees' supervisor. Employees who work a shift of four (4) to six (6) hours shall be given one (1) 15-minute paid rest period. Employees who work a shift of less than four (4) hours are not entitled to any rest periods.

Section 5 Wash-up Time

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately prior to the end of the shift. The Employer shall determine those positions, which shall qualify for wash-up time; however, the Union reserves the right to grieve the unreasonable denial of such wash-up time.

Section 6 On-Call

Employees shall be considered "on call" for purposes of this paragraph if the district requires them to remain within twenty (20) miles of the district and to immediately report for duty when called.

Section 7 Call-Back Time

The Employer agrees that employees called back for duty or called in on the employee's day off will be guaranteed a minimum of two (2) hours at the appropriate rate of pay. To qualify for call-in compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

ARTICLE VIII **WAGES AND FRINGE BENEFITS**

Section 1 Wages

Article VIII: Section 1. Wages and Fringe Benefits

All employees in the unit shall receive a 3.00% increase rounded to the nearest five-cent increment in their existing wage rates for the year **2005-06** and a thirty cent (.30¢) per hour increase for the year **2006-07**. In addition, new employees shall be paid the following starting wages:

	<u>FY06</u>	<u>FY07</u>
Associates	\$ 7.30	\$ 7.60
Secretaries	\$ 8.45	\$ 8.75
Associate/Bus Driver	\$ 8.05	\$ 8.35
Maintenance	\$11.45	\$11.75
Custodian	\$ 7.30	\$ 7.60
Nutrition Employees	\$ 7.30	\$ 7.60
Bus Drivers		
Route Drivers	\$58.15 am and pm	\$ 59.05 am and pm
Shuttle Drivers	FY06 and FY07 Rates – No Change	
In-town shuttle to the high school	\$4.68 am and \$4.68 pm	\$4.68 am and \$4.68 pm
Colfax City Route	\$9.35 am	\$9.35 pm
Mingo Shuttle	\$9.35 am	\$9.35 pm
Activity Field Trips plus meals if trip is over 5 hours		
\$10.00 guaranteed if driver shows up to work and trip is cancelled	\$10.00/hour	\$10.50/hour
Maximum to be paid on any trip per day (re: overnights, etc.)	\$100/day	\$105/day
Wash Bus		
Maximum of 1 hour per wash and Maximum of 18 washes per school year	\$10/hour/wash	\$10/hour/wash

Section 2 Health Insurance

The District shall pay 100% per month toward single group health insurance coverage pursuant to a plan selected by the Employer.

The District agrees to cover each full-time employee with a \$500 deductible PPO medical program to be funded 100% by the district.

Each employee will have the option to choose a \$100 deductible policy, funding the difference between the \$100 and the \$500 deductible policies themselves.

Each employee will have the option to choose a \$1,000 deductible policy, applying the difference between the \$1,000 and the \$500 deductible policy to TSA account of their choice.

The district may choose to add other deductible policies that employees will have the option to choose from.

The employee will make his/her choice each year during the enrollment period, and then no other change to this arrangement can be made for the remainder of that fiscal year. This to be in accordance with IRS rulings.

Part-time employees have the option of joining the District's group medical plan at their own cost.

Section 3 Workers Compensation Benefits

According to applicable state laws the Employer will provide Worker's Compensation insurance.

Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to applying for Workers Compensation benefits. Upon request, employees may supplement Workers Compensation Benefits with accrued sick leave, vacation, or earned compensatory time. However the total compensation received shall not exceed the employee's present salary.

Section 4 Long Term Disability

The District agrees to provide each full time employee with a Long Term Disability policy. Benefits provided by such policy will begin after a three (3) months waiting period from the date of disability. Coverage provided by the policy will be a maximum payment of 60% of the employee's monthly salary for the period provided in the policy. Employee must exhaust all paid sick leave available to them before they are eligible to receive long-term disability benefits.

Section 5 Sick Leave

All employees who work thirty-five (35) hours or more each week will accrue Paid Sick Leave at the following rates:

- | | | |
|----|----------------------------|---------|
| 1. | First year of employment | 10 days |
| 2. | Second year of employment | 11 days |
| 3. | Third year of employment | 12 days |
| 4. | Fourth year of employment | 13 days |
| 5. | Fifth year of employment | 14 days |
| 6. | Sixth and subsequent years | 15 days |

Employees with extended year contracts (beyond 9 months) will receive one additional day of sick leave per each month of extended contract.

All employees who work less than thirty-five (35) hours each week will accrue paid sick leave at five days per year for a maximum accumulation of 100 days.

Employees not hired prior to the start of the academic school year may receive a pro-rated amount of leave the first year.

Unused Sick Leave may be carried over to subsequent years up to maximum accrual of 100 days.

A. Sick Leave Utilization

Effective July 1, 2005, employees of the AFSCME Bargaining Unit will have the opportunity to donate one day, or not less than four (4) hours, of their accumulated sick leave to a Sick Leave Bank. A decision to participate in the Sick Leave Bank must be made prior to September 15.

In order to be eligible to use the Sick Leave Bank, an employee must have donated one day, or not less than four (4) hours, of sick leave in the current school year. The individual applicant must have used all available personal accumulated sick leave, accumulated personal days, and accumulated vacation days.

An AFSCME Bargaining Unit Sick Leave Bank Committee consisting of the AFSCME President, Vice-President, three representative of all attendance centers, and the district business manager will make all decisions regarding the utilization of Sick Leave Bank days.

Unused Sick Leave Bank days remaining at the end of the year will be lost with no days carried into the succeeding school year.

Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

The Employer may require a medical certificate or other appropriate verification for absences covered by this Article. If the absence exceeds three (3) days, the Employer may also require the employee to provide a statement from his or her treating physician releasing the employee to return to active work. The Employer shall also have the right to require, at the Employer's expense, employee on sick leave to see a physician of the Employer's choosing to verify the need for sick leave or the employee's fitness to return to work.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize sick leave usage or in those cases where sick leave abuse is suspected, and also to verify that an employee is able to return to work.

Employees will be permitted to use compensatory time off or other forms of paid leave that may apply in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

Employees may use accrued sick leave for their own medical appointments, which cannot be scheduled, through reasonable effort, at times other than during working hours. However, sick leave can only be taken for time actually spent at the appointments and traveling to and from the appointment.

Employees may use accrued sick leave to care for ill and injured members of the employee's immediate family. Immediate family includes-mother, father, spouse, or any children or stepchildren who are living with the employee.

For purposes of these Articles, pregnancy or periods of disability created by pregnancy or childbirth are considered the same as any other illness. Employees should discuss arrangements for long term leave with their supervisor and the Superintendent as well in advance as possible, to allow for staffing concerns.

Sick leave shall not be used for any reasons not specifically set forth above.

B. Sick Leave Payout

When an employee who has worked for the Employer for fifteen (15) consecutive years retires or becomes deceased while still employed, they or their family shall receive wages equal to two-thirds (2/3) of their rate of pay multiplied by the number of unused sick days in their sick leave account. Number of days for which payment is made shall not exceed 100 days.

Section 6 Emergency Leave

A total of three (3) days leave per year, with full pay, will be available in the case of hospitalization or out patient care of an employees spouse, father, mother, child, or step-child. All such leave is to be requested in writing to the building principal or Superintendent. Emergency leave shall not be carried over to subsequent years.

Section 7 Vacation

Full time, twelve (12) month employees are eligible to receive vacation benefits. Vacation time shall be accrued at the following rates:

First (1 st) year of service	-0- days
Second (2 nd) year of service	5 days
Third (3 rd) year of service to Tenth (10 th)	10 days
Eleventh (11 th) year of service to the Nineteenth (19 th)	15 days
Twentieth (20 th) year of service and beyond	20 days

Employees shall request vacation in writing, to their building principal or Superintendent. Requests for vacation shall be granted unless granting the request would leave the District understaffed, or otherwise limit the District's ability to carry out necessary functions. In addition, employees will not be able to take vacation in and during the first two weeks at the beginning of the school year or at the end of the school year.

Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year, as he/she desires, providing it does not affect other employees' vacation periods. Every attempt will be made to grant employees vacation at the requested time. Employees may carryover no more than 20 days of accrued but unused vacation from one year to the next year.

If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be converted to sick leave, and then vacation time may be rescheduled upon satisfactory proof of said care being provided to the Employer.

Section 8 Personal Leave

Each full-time employee shall be allowed two days leave per year and each part-time employee shall be allowed one (1) day per year, at full pay, for personal business. The employee shall notify their supervisor/principal at least two (2) days in advance, or as soon as possible in case of emergency. In the event an employee does not use their personal days during the contract year, the employee may elect:

- 1.) To roll the unused personal days over to the next contract year, to accumulate to a maximum of five (5) days per year, or
- 2.) Receive cash compensation for the unused personal days within the same contract year the days were issued. Cash compensation will be calculated at the hourly contracted rate for the employee.

There will be no cash compensation for accumulated personal days.

Each employee will notify the board secretary by May 1st of each year, in writing, of their intent to roll unused days over to the next contract year, or to receive cash compensation for the unused days. No personal leave will be allowed on the day before or the day immediately following a holiday or vacation period unless specifically approved by the Superintendent of Schools.

Section 9 Holidays

Full time, 12-month employees shall receive seven (7) paid holidays as follows:

New Years Day	Memorial Day	Independence Day
Christmas Day	Labor Day	Thanksgiving Day Presidents' Day

All other employees shall receive five - (5) paid holidays as follows:

New Years Day	Thanksgiving Day	Christmas Day	Labor Day	Presidents' Day
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The following two (2) holidays will be unpaid:

<i>Memorial Day</i>	<i>Independence Day</i>
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Employees who do not work on the Holiday shall be paid based on the number of hours in their regularly scheduled workday, and at their regular rate. For employees that work a Monday through Friday shift, holidays falling on Saturday will be recognized on Friday. If a holiday falls on Sunday, the holiday will be recognized on Monday.

Part-time employees shall receive holiday pay equal to the number of hours they typically work each week divided by five (5).

Employees who are required to work on the actual holiday will receive their holiday pay plus one and one-half (1½) times their rate for hours worked.

Section 10 Bereavement Leave

A leave of not more than five (5) days at full pay, per occurrence, may be granted in the case of a death in the immediate family of an employee. Immediate family for this section is defined as: spouse, parent, stepparent, children, stepchild, sister, brother, stepbrother or sister. Leave of not more than three (3) days at full pay, per occurrence, may be granted in the case of death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent or grandchild, step-grandparent or step-grandchildren. This leave shall be granted by the Superintendent and shall be for the attendance of the funeral and for any other purpose directly arising from said death. This leave shall not be used for any other purpose.

The Employer will allow one (1) additional day per year with pay, to attend the funeral or memorial service of another relative or close personal friend.

This bereavement leave is in addition to the regular sick leave allowed employees, and shall not be accumulated.

Section 11 Jury Duty

Employees will be granted leave with pay to serve on a jury when summoned by the Court. All pay received from the Court shall be paid to the District except the incidental costs incurred by employee i.e. parking, mileage. Employees released from jury duty before 2:00 p.m. must return to work promptly after being released that day to receive paid leave for such day.

Jury duty leaves must be arranged in advance with the employee's supervisor except in case of emergency.

Section 12 IPERS Retirement Program

All permanent employees, except students, are covered by the IPERS Retirement Program. Monthly deductions will be made from employees pay as required by law. Eligibility for benefits, and benefit amounts will be determined by IPERS.

Section 13 Pay Amounts

Paid leave shall be paid to employees based on the number of hours the employee is typically scheduled to work each day. If those hours vary from day to day, paid leave shall be paid based on the total number of hours the employee works each week divided by the number of days the employee works.

ARTICLE IX

UNPAID LEAVES OF ABSENCE

Section 1 Eligibility

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the successful completion of their probationary period. Parental leaves of absence shall be exempt from the waiting provisions of this Section.

Section 2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall furnish a written response as follows:

Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.

Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

Section 3 Leaves of Absence Without Pay

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the Employer for any reason for a period up to but not exceeding one (1) year. Upon request, the leave may be extended for not more than one (1) additional year.

ARTICLE X

MISCELLANEOUS

Section 1 Access to Personnel Files

Employees shall have the right, upon written request submitted to the District's central administrative office, to inspect the personnel file the Employer maintains concerning that employee. An employee may also respond to any document or record contained in his or her personnel file by submitting a written response thereto, and that response shall become part of the Employee's personnel file.

Access to the personnel file the Employer maintains concerning employees covered by this agreement shall be limited to authorized representatives of the Employer, the Employee, and a Union representative of so designated by the Employee in writing. Upon written request by the Employee, the Employer shall copy of the Employee's personnel file without charge to the Employee or Union.

Section 2 Special Expenses

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, and other authorized expenses that are incurred in the performance of his/her duties as a Colfax-Mingo Community School District employee.

Section 3 Severe Weather/Emergency Closings

When school is delayed or dismissed early due to inclement weather or other emergencies, employees may use accrued compensatory time, or other paid leave, or make up the time during the same pay period provided work is available for the employee to perform in order to receive full pay for that day. Employees who arrive for work prior to cancellation shall be paid a minimum of two hours pay, or for hours actually worked, whichever is greater, and is allowed to use paid leave/compensatory time as stated above.

Section 4 Physical Examinations

All employees are required by law to pass a physical examination before permanent employment is granted. They are also required to have an exam every three years or more often, as required by law, and shall include a check for tuberculosis.

The District shall reimburse employees for the cost of required physicals up to \$40.00.

Section 5 Volunteer Fire and Rescue

All employees of the District who are active in and the local fire and rescue departments are permitted to leave work in answer to emergency calls, provided that time lost is noted on time sheets. If time is not made up during same pay period the time away from work will be treated as unpaid leave or the employee may use compensatory time to cover the absence.

Section 6 Time Sheets

The Employer can change an employee's time sheet to reflect hours actually worked, and employees shall be paid pursuant to the time sheets as modified.

Section 7 Performance Evaluation

Employees will be formally evaluated by their supervisor or the Superintendent of Schools at least annually. The supervisor or the Superintendent of Schools may, however, observe employees' work performance throughout the year and conduct conferences with respect to those observations.

A conference regarding the evaluation will be held between the employee and the supervisor following the completion of the formal written evaluation. A copy of the formal written evaluation signed by both parties shall be given to the employee.

All written evaluations will be placed in the employee's personnel file, and the employee will be furnished with a copy of all such reports. The employee has the right to respond to his/her performance evaluation, and such response shall become part of the evaluation report.

The Employer shall notify employee of the form and criteria used for formal performance evaluations during the first semester of each school year.

Section 8 Absent "One on One" Students

In the event a "one on one" student is absent from school, the Employer shall attempt to reassign the employee assigned to that student. If a reassignment is made, the employee will not suffer a loss of pay due to the student's absence.

Section 9 Mileage

The Employer agrees to reimburse employee twenty-seven (.27) cents per mile if they are required to use their own vehicles to perform work functions during their work shifts, and if vehicles owned by the District are not available for such use. In addition, employees shall not be reimbursed for mileage pursuant to this section unless they submit a completed mileage form to the District's central administration offices within thirty (30) days after the mileage expense is incurred. To qualify for mileage reimbursement, the employee must maintain sufficient liability insurance coverage with respect to the vehicle for which reimbursement is being sought.

ARTICLE XI

HEALTH AND SAFETY

Section 1 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations and if the protective clothing and equipment is otherwise required by the employer.

The employer will provide employees with protective clothing and safety glasses (prescription lenses or safety goggles) if the Employer requires the employee to wear such protective equipment.

Section 2 Uniforms

Where maintenance are required by the Employer to wear uniforms, the Employer shall (at no cost to the employee) provide and maintain them for such employees. For the purposes of this Agreement, uniforms are defined as identically styled clothing uniquely related to the workplace and not appropriate for personal or other outside use. Annually the cooks, custodians and kitchen aides shall be given a \$50.00 allotment to purchase the uniform established for those job classifications.

Section 3 Training

The Employer agrees to provide employees with such training as is necessary to carry out the duties of their assigned positions.

Where CEU's and/or special certifications are required for an employee to maintain licensure or certification required by their job, the Employer agrees to pay for the training, and to pay employees their regular rate of pay for the time spent at that training. This includes the training which may be required for para-educators. Bus Drivers shall be paid \$10.00 per hour for anytime spent in such training. The Employer will allow the employee to select the training whenever possible.

Training shall be offered by seniority to those employees who have not had the course in compliance with operational efficiency.

Section 4 Employer-Owned Vehicles

All Employer-owned vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices or flares, first aid kits, and fire extinguishers. The Employer will comply with Section 321.381 of the Iowa Code.

ARTICLE XII

GENERAL

Section 1 Obligation to Bargain

This agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in the Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 Retention of Benefits

The Employer agrees that prior to making any change in a written policy, which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement.

In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article III of this Agreement. The sole issue to be considered by the arbitrator determines that the proposed change does represent a deterioration of an existing benefit; the Employer shall not make the change.

In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to the Public Employment Relations Board.

Section 3 Savings Clause

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the Employer's and Union's final offer as to which is the most appropriate substitute. The decision of the arbitrator shall be final and binding on both parties.

Should a provision of the Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or other federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provision or in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.

ARTICLE XIII

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement, except for the wages and fringe benefits as established by Sections 1 and 2 or Article VIII, shall continue in full force and effect from July 1, 2005 through June 30, 2007, unless the parties mutually agree in writing to extend any or all of those terms. The wages and fringe benefits established by Sections 1 and 2 of Article VIII shall remain in force and effect from July 1, 2005 through June 30, 2007.

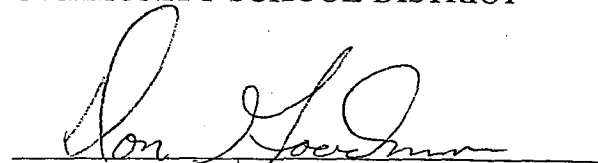
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the 22ND day of FEBRUARY, 2005.

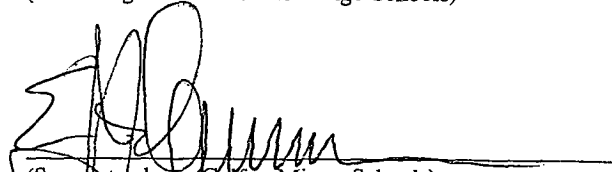
AFSCME/IOWA COUNCIL 61,
LOCAL 3673-12, Colfax-Mingo C.S.D.


(Chief Negotiator-AFSCME Local 3673-12)


(President-Colfax-Mingo AFSCME Local 3673-12)

COLFAX-MINGO COMMUNITY
COMMUNITY SCHOOL DISTRICT


(Chief Negotiator - Colfax-Mingo Schools)


(Superintendent - Colfax-Mingo Schools)